

Bid Number.....: 05-00000245
 Vendor Number....: 60759

Buyer.....: FHR
 Date Printed...: 3/04/05

City of Lynchburg VA
 Procurement Division
 900 Church Street
 Lynchburg, VA 24504
 Phone Number.....: (434) 455-3970
 Fax Number.....: (434) 845-0711

Sealed bids, subject to the conditions and instructions herein, will be received in this office until but, no later than 3/30/2005 at 15:00 and then publicly opened, for furnishing the following supplies, and/or services.

Florence H. Randolph
Purchasing Technician

COMPANY NAME/ADDRESS:

COMPANY NAME/ADDRESS:

Read attached terms and conditions and sign:

In compliance with the above invitation for bid, and subject to all the conditions hereof, the bidder warrants that prices, terms and conditions quoted are firm for 60 days from the date of bid opening.

Quoted By and Date

Telephone Number

Fax Number

Terms of Payment

Item Description	Estimated Quantity	Unit of Measure	Unit Price
*** Please bid per unit only ***			
1 THE CITY OF LYNCHBURG IS SEEKING QUALIFIED LICENSED PAINTING CONTRACTORS TO PAINT EXTERIOR OF THE LYNCHBURG POLICE DEPARTMENT WEST BUILDING, 805 COURT STREET PER ATTACHED SPECIFICATIONS.	1.0000	LOT	\$ _____

A PRE-BID CONFERENCE WILL BE HELD AT 10:00 A.M. TUESDAY MARCH 15, 2005 AT THE PUBLIC WORKS, BUILDING & GROUNDS, 800 ORCHARD STREET, LYNCHBURG, VA. 24501

THESE SPECIFICATION ARE ALSO POSTED ON THE CITY'S WEBSITE <www.lynchburgva.gov/home/index.asp?page=981> VENDORS ARE ENCOURAGE TO CHECK THE WEBSITE FOR ANY UPDATES.

GENERAL SPECIFICATIONS

Scope of Services:

The City of Lynchburg is seeking a qualified painting contractors to paint exterior of The Police Department, West Building, 805 Court Street.

General Scope of Work:

Supply all labor and materials to clean and paint the exterior wood and metal excluding gutters, downspouts, roof flashings (except as identified), and roof ridges. Specific areas will be identified at the pre-bid. Also see the attached photographs.

All surfaces will be painted to match the existing unless otherwise specified. Remove dirt and vegetation where necessary to properly prepare existing surfaces. Existing surfaces shall have mildew, rust and /or flaking paint removed prior to painting. Putty and caulk where necessary.

Pre-bid:

A Pre-bid Conference will be held at 10:00 a.m. Tuesday, March 15, 2005, at Public Works Building, 800 Orchard Street, Lynchburg, Virginia. Attendance at the Pre-bid Conference is not mandatory, but is highly recommended for all potential bidders. Contractor is responsible for identifying the scope of work. Attendance at pre-bid is not required but contractor is responsible for identifying the scope of work before submitting a bid. Any Change Order Requests due to not identifying scope of work will not be considered.

Time Frame for Construction:

After commencing, work shall proceed continuously unless interrupted by inclement weather until completion.

Job-site Maintenance:

The contractor shall be required to maintain a neat and clean job-site. Construction debris, drink cans, food wrappers, cigarette butts, etc. shall be cleaned up daily. Paint spills/splatters shall be cleaned up immediately

Contractor will also be required to use drop cloths to catch old paint during scraping and/or chipping operations, bag in plastic bags and turn over to the city's Maintenance facility for disposal..

Protective Measures:

Contractor shall be responsible for taking all appropriate safety measures to protect pedestrian or vehicular traffic or provide protection of property while performing services.

Surface Preparation:

Exterior Wood Trim (previously painted)

- A. Mildewed surfaces-In mildew growth areas, mildew must be removed and exterior surfaces must be sterilized before repainting. **PPG Mildew Check Multi-Purpose Wash** is recommended for this purpose
- B. Remove all loose, peeling, flaking, or scaling paint by scraping, chipping or sanding. Feather back all rough edges and any weathered wood to a sound surface by sanding (SSPC-SP2)
- C. Putty and caulk where necessary.

Exterior Metal (previously painted and rusted)-Same specification as above for exterior wood

Coating Schedule:

Exterior Wood Trim (previously painted)

- A. First coat- Prime all wood with one coat of **Cabot's Problem-Solver Oil Primer #8011** tinted to existing color.
- B. Finish coat-One coat of **PPG Manor Hall #79-45 Exterior Premium Eggshell Acrylic** tinted to the existing color.
- C. Paint Exterior ADA entrance ramp (center section on Court Street side) with **Sure Foot** non-skid coating. Color to match existing.

Exterior Metal (previously painted and rusted)

- A. First coat-Prime all metal with one coat of **PPG Speedhide Rust Inhibitive Steel primer** 6-208, 6-212 Series. Recommended wet film thickness 3.0 to 4.1 mils. Dry film thickness of 1.7 to 2.3 mils.
- B. Finish coat-one coat of **PPG Manor Hall #79-45 Exterior Eggshell Acrylic** tinted to existing color.

Additional Instructions:

All work shall be performed in a professional manner, making neat and concise cut-ins minimizing paint runs, sags or spills. Apply as per manufacturer's recommendations in all cases.

Caulk with an exterior grade elastomeric at the base of each wooden window frame where it meets the precast stone sill. Do not caulk the bottom of the Existing aluminum frame storm windows or any "weep" holes. The existing aluminum frame storm windows can remain in place, painting only the exterior of the wooden window frame.

Any scaffolding necessary shall only remain in place long enough to complete that area. At no time shall scaffolding prevent access/egress to the building.

Requests for Additional Information:

Requests for additional information or interpretation of this Invitation for Bid **shall** be made to: Florence Randolph, Purchasing Technician, 434/455-3970. No interpretation of the meaning of the specifications will be made to any offeror verbally. To be given consideration, a request for interpretation must be received at least seven (7) days prior to the date fixed for the opening of offers. Any and all such interpretation and any supplemental instructions will be distributed on the City Website or faxed to known offerors who have registered an interest in submitting an offer, no less than three (3) days prior to the date fixed for the opening of offers. Failure of any Offeror to receive any such addendum or interpretation shall not relieve such Offeror from any obligation under its offer as submitted. All addenda so issued shall become part of the contract documents.

IFB 05-245 EXTERIOR PAINTING 805 COURT STREET

Non-Discrimination:

By submitting their bid/proposal, all bidders and bidder s certify to the City of Lynchburg, Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Conflict of Interest:

The successful contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a City Contract.

Contract Assignment:

The successful Contractor can not assign the contract or any portion of the contract. The bidder can not subcontract the furnishing of the goods and/or services without the prior approval of the City.

ARTICLE 11 - INSURANCE

A. Contractor's Insurance:

1. During the term of this Contract, the Contractor shall procure and maintain insurance coverage with insurance companies rated by A. M. Best Company as A – VIII or better. The company (ies) shall be authorized to do business under the laws of the Commonwealth of Virginia and be acceptable to the City of Lynchburg and shall provide the following minimum types of insurance:
 - a. **Commercial General Liability Insurance** – This will cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or indirectly employed by any of them. Such

insurance shall include coverage's "X", "C" and "U" for explosion, collapse of other structures and underground utilities, as well as Contractual Liability Insurance covering the requirements outlined in the General Conditions. This insurance shall name the City, the City Council and its employees as additional insureds **by endorsement** to the Commercial General Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor.

1. The Policy shall have the following **minimum** limits:

\$1,000,000 Each Occurrence Limit

\$1,000,000 General Aggregate Limit

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Products and Completed Operations Aggregate Limit

\$5,000 Medical Expense Limit

This insurance shall include the following provisions and /or endorsements:

- 1) The General Aggregate limit shall apply on a "per project" and on a "per location" basis;
- 2) Coverage shall apply to all liability arising from all premises and operations conducted by the Contractor, subcontractors and independent contractors;
- 3) The Contractor agrees that liability arising from Products and Completed Operations will be covered. Such liability coverage will be maintained for two years after completion of the Work.
- 4) The Contractor shall require each of his Subcontractors to procure and maintain Commercial General Liability Insurance of the type specified in this document in the minimum amounts required by the City and the Contractor, during the term of this subcontract.

Worker's Compensation and Employer's Liability Insurance for the Contractor's employees engaged in the Work under this Contract, in accordance with the Statutory requirements of the Commonwealth of Virginia. The Contractor shall require each of his Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. If

any class of employees engaged on work under the Contract is not protected under the Worker's Compensation statute, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements. The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall be not less than:

\$100,000 per employee for Bodily Injury.

\$100,000 per employee for disease

\$500,000 per policy for disease

The Worker's Compensation and Employer's Liability Insurance policy shall include an "all states" or "other states" endorsement.

- d. Commercial **Automobile Liability Insurance**, including coverage for owned, hired, non owned and borrowed vehicles used in the work with *minimum* limits of \$1,000,000 Combined Single Limit per occurrence. This insurance shall name the City, the City Council and its employees as additional insureds **by endorsement** to the Commercial Automobile Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.

- di. **Umbrella Liability or Excess Liability** Insurance with the following *minimum* limits of:

\$5,000,000 Each Occurrence

\$5,000,000 Annual Aggregate

The following policies shall be scheduled as underlying policies:

Commercial General Liability

Commercial Automobile Liability

Employers Liability

This insurance shall name the City, the City Council and its employees as additional insureds **by endorsement** to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.

- 2. Proof of insurance for each type of coverage listed herein shall be provided within 10 Days after issuance of the Award Letter for the Contract, and no Work shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all such insurance of the Subcontractor has been so obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein. The Contractor certifies by commencement of the Work that his insurance and that of Subcontractors is in effect and meets the requirements set forth herein.

3. The Contractor shall purchase and maintain required liability and all other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
 - a. claims under Worker's Compensation, Employers Liability, disability benefits, and other similar employee benefit acts;
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - d. claims for damages insured by personal injury liability coverage which are sustained:
 - (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or
 - (2) by any other person for any other reason;
 - e. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 - f. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
 4. The insurance required to be purchased and maintained by the Contractor shall:
 - a. include completed operations insurance;
 - b. with respect to any other insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment (and Contractor shall furnish the City and Engineer evidence satisfactory to the City of continuation of such insurance at final payment and 1 year thereafter);
 - c. contains a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance.
- B. All of the aforesaid insurance policies must be endorsed to provide that the insurance company ***shall give 30 days written notice to the City*** if the policies are to be terminated or if any changes are made during the Contract period which will affect in any way the insurance requirements required in this contract. Before starting the Work, the Contractor shall provide the City with a copy of each policy which he and each of his Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. These policies shall contain endorsements to the policies naming the City of Lynchburg as an additional insured as required.
- C. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

Drug Free Workplace:

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Successful contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees.

Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right to cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Governing Law and Policy:

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. The successful Contractor submits itself to the jurisdiction of a Court of competent jurisdiction in the City of Lynchburg. Courts shall be the appropriate forum.

Hold Harmless:

The successful Contractor shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses arising from work performed by the contractor or their employees, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a result of the bidder's contract with the City of Lynchburg.

State Corporation Commission (SCC) Registration:

If listed as a Corporation, bidders must also submit documentation; copy attached, with their response/bid, that they are currently registered with the Virginia State Corporation Commission.

Taxes:

Appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

Non-Performance:

Non-performance within time specified in Invitation for Bid may result in order cancellation and charge backs to the successful Contractor for cost differences incurred by the City of Lynchburg.

False Information:

The City reserves the right to cancel any contract if, in the opinion of the City, the bidder provided false, inaccurate or misleading information in the Invitation for Bid documents or if the bidder

withheld information from the City regarding the bidder's moral and business integrity and reliability as it relates to the good faith promise of the contract.

Independent Contractor:

No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, contract is at all times acting and performing as an independent contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which contractor performs services pursuant to a contract. Contractor (including without limitation, its officers, shareholders, subcontractors, and employees) has no claim under any resultant contract or otherwise against the city for social security benefits, workers compensation benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

Termination for Failure to Maintain Insurance:

The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain the insurance required herein.

Force Majeure:

Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.

Payment and Invoice Processing:

Invoice processing is to be in strict accordance with the rules and regulations set forth by the City's Financial Services Division and The Code of Virginia Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. Payment will not be made until proper invoice is received from the Contractor. No promise or commitments on the part of any employee of the City shall bind the City to any other terms and conditions other than those set forth in procedures issued by the Financial Services Division.

Proper Invoice:

No automatic computer generated invoices shall be sent to the City for payment. No invoices will be processed until work has been completed to the City's satisfaction and signed off on by the City's designated representative.

Right to Modify Contract:

In accordance with Virginia Code Section 2.2-4309, the City may extend the term of any resultant contract, expand the scope of work, or otherwise amend a subsequent contract. Any such extension of amendment shall be effective upon written agreement of the parties.

Appeals Procedures:

In accordance with the Lynchburg Code and Sec.2.2-4365 Code of Virginia, any bidder or offeror may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a contract.

Any protest or appeal pursuant to this section shall be in accordance with such administrative procedures as the City Manager may prescribe.

Any bidder shall submit a written protest or letter of appeal to the City Manager with a copy to the Purchasing Agent, within the time constraints as set forth in sec. 2.2-4365 of the Code of Virginia.

The written protest or appeal shall include the basis for the protest or appeal and the relief sought, and whether the bidder or bidder wishes to have a hearing with respect to the protest or appeal.

If no hearing is requested, the City Manager or the Purchasing Agent shall render a written decision to the bidder or offeror within ten (10) days of receipt of the written protest or letter of appeal.

If a hearing is requested, it shall be held within (10) days of receipt of the written protest or letter of appeal, and a final decision shall be rendered within ten (10) days of the hearing. During the hearing, the protesting party shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and a disinterested person, other than a City employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

Contractual Claims: CLAIMS: SEC. 2.2-4363 Virginia Public Procurement Act:

Contractual claims, whether for money or other relief, shall be submitted in writing to the City Manager with copy to the Purchasing Agent, no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given within ten days of the occurrence of the event giving rise to the claim or the beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The decision of the City Manager on the claim shall be final unless appealed to the Lynchburg Circuit Court as provided by law.

Non-Performance:

Non-performance within time specified in Invitation for Bid may result in order cancellation and charge backs to the vendors for cost differences incurred by the City.

Freight:

All bids must be FOB: Destination, Inside Delivery, and Off Loaded.

Receipt of Bids:

All bids shall be signed and returned in a sealed envelope by the due date.

Permitted Contracts with Certain Religious Organizations; Purpose; Limitations SEC. 2.2-4343.1 Virginia Public Procurement Act.

Pursuant to Section 2.2.4341.1 of the Code of Virginia, the City of Lynchburg encourages the participation of minority-owned businesses in City procurement activities.

Rights and Remedies:

The rights and remedies to the City provided in a Contract shall not be inclusive and are in addition to any other rights and remedies provided by applicable law under any subsequent Contract.

The City's liability is, in the aggregate, limited to the total amount payable under any subsequent contract.

Responsibility for Property:

The Contractor shall be responsible for damages to property caused by work performed under the Contract. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be repaired or replaced by the Contractor, to the satisfaction of the Owner, at the Contractor's expense.

Tax Exemption:

The City of Lynchburg as a public body and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. Lynchburg's tax identification number is 54-6001405.

Audit:

This Contract is subject to audit by Federal, State or City personnel or their representatives, at no cost to the City, for a period of five (5) years after the date of expiration or termination of the Contract. Request for audits shall be in writing and the Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the five (5) year period that the Contract is subject to audit, the Contractor shall maintain detailed records substantiating all costs and expense billed under this Contract.

Cancellation:

The City reserves the right to cancel any resultant contract with thirty- (30) days written notice to the vendor if deemed to be in the best interest of the City.

Rejection of Bids:

In accordance with Section 2.24319 of the Virginia Public Procurement Act, the right is reserved to reject any and all bids and to waive any irregularities and informalities.

References:

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and person the City may contact.

Licenses and Permits:

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____ (corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ (seal)

Acknowledged before me this _____ day of _____

Notary Public

My commission expires: _____

INSURANCE REQUIREMENTS

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
 2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
 3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
 4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
 5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
 6. All rights of subrogation against the City shall be waived.
 7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply_____
-
8. All coverages for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company
☐ Limited liability partnership
☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: _____

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____

Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+					
or								
Employer identification number								
	+							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



CITY OF LYNCHBURG, VIRGINIA TERMS & CONDITIONS

NOTE: BIDS NOT IN COMPLIANCE WITH THESE CONDITIONS AND INSTRUCTIONS ARE SUBJECT TO REJECTION.

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto, which will become a part of the bid. Each bid must be submitted in a separate envelope, and each envelope must be clearly marked with one (1) bid number and one (1) bid opening date. Any bids included in envelope for other opening dates are subject to rejection.
2. Bids and amendments thereto, if received by the City after the date and time specified for bid opening, are NOT considered. It is the responsibility of the Bidder to see that bids are in this office by the specified time and date. There will be no exceptions. Date of postmark is NOT considered. Phone and Fax bids are not accepted for sealed Bids.
3. Prices must be stated in units of quantity as specified on the bid forms that shall include freight and handling to the destination, less Federal, State, and Local taxes. Inside delivery where specified. In case of error in the extension of prices, the unit price shall govern.
4. The quoted delivery must be stated in definite terms. If delivery for different commodities vary, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
6. Unless qualified by the provisions **NO SUBSTITUTE**, the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than that specified, Bidder must furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the City. If the Bidder does not indicate that the commodity quoted is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified.
7. Award will be made to the lowest responsible and responsive qualified bidder. The quality of the goods and services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
8. Acceptance of a bid by the City will be in the form of a written purchase order delineating required goods or services, whether original or confirmation.
9. Each bid is received with the understanding that the acceptance, made in writing by the City, of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
10. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
11. In the event of default by the Contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned hereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment herefor shall be made at a proper reduction in price.
12. The Contractor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee.
13. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent; they must be initialed and dated in ink by person signing quotation.
14. All quotations must be signed indicating the firm name, by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. **UNSIGNED BIDS ARE SUBJECT TO REJECTION.**
15. A bid may be withdrawn **ONLY** if the Bidder notifies the Purchasing Office in writing of his intent to withdraw within two business days after the public bid opening. Such withdrawal shall be permitted only due to a clerical mistake, unintentional arithmetic error, or unintentional omission which caused his bid to read substantially lower than all others received. Requests to withdraw a bid must be confirmed in writing, stating the reason, and will become part of the bid file. Withdrawal of bids does **NOT** confer the right to correct or change a bid.
16. If you do not quote, return this sheet and state reason. Otherwise, your firm is subject to removal from our vendor list.
17. Bidder declares that this bid is not the result of or affected by any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.
18. The City reserves the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgement, the best interest of the City will be served.